

RESOLUTION NO. 2016258

RE: AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELL" PROGRAM-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFOR (PIN 8755.41) NOXON ROAD (CR 21) FROM ROUTE 55 TO TITUSVILLE ROAD (CR 49) IN THE TOWN OF LaGRANGE

Legislators BORCHERT, BOLNER, PULVER, MICCIO, STRAWINSKI and SAGLIANO offer the following and move its adoption:

WHEREAS, a Project for Noxon Road (CR 21) from Route 55 to Titusville Road (CR 49) in the Town of LaGrange, Dutchess County, identified as PIN 8755.41 (the "Project") is eligible for funding under Title 23, U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds, and

WHEREAS, Resolution No. 202053 adopted on March 11, 2002, Resolution No. 206149 adopted on June 12, 2006, Resolution No. 2011271 adopted on November 9, 2011, Resolution No. 2013227 adopted on August 12, 2013, and Resolution No. 2014183 adopted on July 7, 2014, by the Dutchess County Legislature respectively approved of and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering, right-of-way incidental and right-of-way acquisition costs, construction, construction inspection and construction supervision work, and

WHEREAS, it was subsequently found necessary to undertake additional preliminary and row incidental work and not contemplated in the original agreement authorized by the previous Resolutions, and

WHEREAS, it has been found necessary to increase the federal and non-federal share of costs for the additional preliminary engineering and row incidentals work for the project, and

WHEREAS, Dutchess County desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and right-of-way incidental work for the Project or portions thereof, and

WHEREAS, this Legislature agreed with the Department of Public Works that this Project was a Type II Action and adopted Resolution No. 208403 issuing a negative declaration, now therefore, be it

RESOLVED, that the Dutchess County Legislature hereby approves the above-subject project, and it is hereby further

RESOLVED, that the Dutchess County Legislature hereby authorizes Dutchess County to pay in the first instance 100% of the federal and non-federal share of the cost of construction, construction inspection, and construction supervision work for the project or portions thereof, and it is further

RESOLVED, that the sum of \$109,000 is hereby appropriated from Capital Project H0384.5110.3250.213-2007 Roads (ISTEA/TEA21) and made available to cover the cost of participation in the above phase of the Project, and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the Project exceeds the amount appropriated above, the Dutchess County Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the County Executive thereof, and it is further

RESOLVED, that the County Executive or his designee is authorized to execute all necessary agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid with the New York State Department of Transportation on behalf of the County of Dutchess in connection with the advancement or approval of the above referenced Project and providing for the administration of the Project and the municipality's first instance funding of Project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary agreement in connection with the project, and it is further

RESOLVED, that this resolution shall take effect immediately.

CA-143-16
CAB/kvh/R-0907-B
10/03/16
Fiscal Impact: See attached statement

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 7th day of November 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 7th day of November 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS (To be completed by requesting department)

Total Current Year Cost \$ 109,000

Total Current Year Revenue \$ 88,955
and Source

Source of County Funds (check one): ☒ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):
H0384.5110.3250.213

Related Expenses: Amount \$ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: \$20,045

Additional Comments/Explanation:

This F.I.S. is to the resolution request to accept Supplemental Agreement # 5 for additional funds for Preliminary Engineering and ROW Incidentals from NYSDOT for PIN 8755.41 Noxon Road (CR 21); RT 55 to Tuttsville Road (CR 49), Town of LaGrange

Prepared by: Rosanne M. Hall, Contract Specialist 486-2924

Prepared On: 09/26/16

P. W.

RESOLUTION NO. 202053

RE: AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFOR.

Legislator SEARS offers the following and moves its adoption:

WHEREAS, a project for Noxon Road (County Route 21) from Route 55 to Titusville Road (County Route 49) in the Town of LaGrange, Dutchess County, identified as PIN 8755.41, is eligible for funding under Title 23, U.S. Code, as amended, that calls for the apportionment of costs for such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds, and

WHEREAS, Dutchess County desires to advance the above project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and right-of-way incidental work for the project or portions thereof, now, therefore, be it

RESOLVED, that Dutchess County approves of the above subject project, and it is further

RESOLVED, that this Legislature hereby authorizes Dutchess County to pay in the first instance 100% of the federal and non-federal share of the cost for the preliminary engineering and right-of-way incidental work for the project or portions thereof, and it is further

RESOLVED, that the sum of \$220,000 is hereby appropriated and made available to cover the cost of participation in the preliminary engineering and right-of-way incidental phase of the project, and it is further

RESOLVED, that in the event the non-federal share costs of the project exceeds the amount appropriated above, the Dutchess County Legislature will convene as soon as possible to appropriate said excess amount immediately upon the notification by the County executive thereof, and it is further

RESOLVED, that the County Executive be and he hereby is authorized to execute all necessary agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the County of Dutchess with the New York State Department of Transportation in connection with the advancement or approval of the project providing for the administration of the project and Dutchess County's first instance funding of the non-federal share of project costs and permanent funding of the local share of federal-aid and state-aid eligible project costs and all project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary agreement in connection with the project, and it is further

RESOLVED, that this resolution shall take effect immediately.

CA-27-02
ca/C-6170
2/4/02

APPROVED

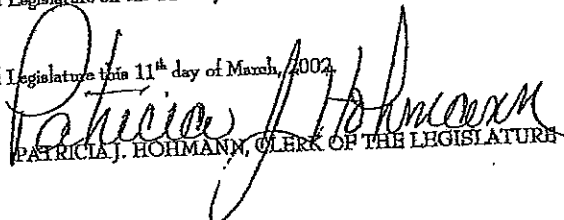

WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date March 22, 2002

STATE OF NEW YORK
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 11th day of March, 2002, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 11th day of March, 2002.


PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
REGION 8 POUGHKEEPSIE

INITIAL PROJECT PROPOSAL (LOCAL)

PIN: 8755.41

Project Title: Noxon Road (County Route 21); Route 55 to Titusville Road
(County Route 49)

Municipality(ies): Town of LaGrange

County(ies): Dutchess

Municipality

Approved: _____
Responsible Local Official

Date

NYSDOT

Program: _____
Checked for SFY _____ by _____
Regional Program Management

Date

Recommended: _____
RPPM

Date

Approved: _____
Regional Director

Date

INITIAL PROJECT PROPOSAL

PIN: 8755.41

DESCRIPTION: Noxon Road (County Route 21):
Route 55 to Titusville Road (County Route 49)

MUNICIPALITY(IES): Town of LaGrange

COUNTY(IES): Dutchess

LOCAL ROAD #: CR 21

STREET/ROAD NAME: Noxon Road

PROJECT LIMITS: Route 55 to Titusville Road

PROJECT LENGTH: 1.8 mi

BIN(S): None

CONDITION RATING: N/A

FEDERAL AID SYSTEM: Non-NHS

FUNCTIONAL CLASS: Urban, Collector

EXISTING CHARACTERISTICS OF CONCERN:

<u>ELEMENT(S)</u>	<u>MEASURE(S)/INDICATOR(S)</u>
Safety	Evidence of adverse accident history including rear-end, right angle, and turning accident patterns. Guide rail, pavement striping and signing is deteriorated and/or non-conforming.
Geometrics	Non-standard horizontal and vertical curves and stopping sight distance. Shoulder width and intersection turning radii are also deficient.
Pavement	Pavement is deteriorated with extensive cracking and rutting. Shoulders are eroded.
Drainage	Roadside ponding, deteriorated and clogged pipes and/or ditches.

DESCRIBE THE PROBLEM:

This section of Noxon Road experiences an adverse accident history due to a combination of high traffic volumes, non-standard geometric conditions, and turning vehicles blocking traffic. Noxon Road has high peak hour commuter traffic flow from motorists heading to and from the Taconic State Parkway. The limited sight distance and abrupt curvature at several locations combined with narrow and eroded shoulders produce a non-forgiving roadway section. The stop sign controlled intersection configurations, associated geometry and high traffic volumes also make it difficult for vehicles entering Noxon Road from side roads and driveways. Additionally, the pavement condition, roadside drainage, guide railing, striping and signing are deteriorated and/or non-conforming.

DESCRIBE PROJECT OBJECTIVES:

1. Mitigate safety and geometric deficiencies to reduce accidents rates and improve overall roadway operations by utilizing cost-effective engineering improvements.
2. Restore pavement and roadside drainage while impeding future deterioration.
3. Minimize adverse environmental effects.

DESCRIBE THE PROJECT:

The project will rehabilitate the pavement and widen the shoulders along with horizontal and vertical realignments where warranted to improve the geometry and resulting sight distance. Identified areas include the horizontal curve near Meier Road and the approach to the Titusville intersection. Curbing and channelization will be considered in the areas that have a high density of residential driveways and at commercial developments. Roadside drainage will be upgraded, including new closed drainage and cross-culverts, gutters, ditch cleaning and outlet improvements. Guide railing, pavement striping and signing will be upgraded to meet current guidelines.

PROJECT ELEMENTS TO BE INVESTIGATED:

- ☐ Deck or Minor Bridge Rehab.
- ☐ Major Bridge Rehab.
- ☒ Highway Resurfacing
- ☒ Highway Reconstruction
- ☐ Other:

- ☐ Bridge Replacement - New Location
- ☐ Bridge Replacement - Existing Location
- ☒ Appurtenance
- ☒ Traffic Control
- ☒ Safety Considerations

PROJECT TYPE:

New Construction & Reconstruction; Highway Reconstruction: In-Kind (Asphalt Overlay); Pavement; Safety

ACCOMPLISHMENTS:

Lane Miles: 3.6 mi.

Safety: Accident data will be requested from CLASS and analyzed

Linear Ft. Guide Rail: 1500

Bridges: # of Priority Deficient: 0

Bridge Deck Area: 0 sf

Miles of Sidewalk: 0 mi.

No. Signals: 0

Linear Ft. Pavement Markings: 40,000

of Deficient: 0 # of Non-Deficient: 0

Credit for Bridge Painting: 0 sf

Miles of Bike Facilities: 0 mi.

ENVIRONMENTAL CLASSIFICATION:

NEPA Class Recommendation:

☐ Class I (EIS)

☐ Class II (Automatic CE)

Lead Agency: FHWA / NYSDOT

☐ Class III (EA)

☐ NA

☒ Class II (Programmatic CE/CE w. Documentation)

SEQR Type Recommendation: ☐ Type I

☐ Type II

☒ Unlisted

Lead Agency: Dutchess County

MPO INVOLVEMENT:

☒ Yes; ☐ Mid-Hudson South

☐ Newburgh-Orange County

☐ No; Non-federal aid project and/or outside urban area

☒ Poughkeepsie-Dutchess County

☐ Needs to be added to TIP

NOTES ON SPECIAL CIRCUMSTANCES:

This project will be designed, let, awarded and inspected by Dutchess County under the oversight review of the NYSDOT Region 8 Local Projects Unit. Dutchess County will acquire any and all property required for this project. A funding agreement between the County and NYSDOT is required. The County must pay all expenses up front and then apply to the NYSDOT for reimbursement of the Federal and State shares as outlined in the funding agreement. Any expenses incurred before the effective date of the agreement are not eligible for reimbursement.

SPECIAL TECHNICAL ACTIVITIES REQUIRED:

Assessment of traffic impacts during construction should begin during project development. Accident data from CLASS and traffic counts need to be collected and evaluated. A public information meeting, threatened/endangered species screening, hazardous waste screening, cultural resource screening, delineation/mapping of State and federal jurisdictional wetlands within and adjacent to the projects limits, and a water quality certification may be required. A NYSDOT highway work permit will be required for work within State highway right-of-way. Care must be taken during design and construction to avoid temporary impact to adjacent waterbodies.

LOCAL SHARE AGREEMENT NEEDS TO BE EXECUTED PRIOR TO : 5/01

PROBABLE SCHEDULE AND COST:

Desired Letting Date: 5/03

Schedule Qualifiers: ☐ Major Permits ☐ Public Hearing ☐ 4(f)/106
☒ Need Consultant(s) for: PE and Inspection ☐ Other:

Project Phase	Work Performed by	Phase Start (mo./yr.)	Phase Time (mo.)	Total Cost (\$M)	Local Share (\$M)	Fund Source
Prelim. Eng. (I-IV)	Municipality	5/01	18	\$0.100	\$0.020	V09
Detail. Design (V-VI)	Municipality	5/01	18	\$0.100	\$0.020	V09
ROW Incidentals	Municipality	5/01	18	\$0.020	\$0.004	V09
ROW Acquisition	Municipality	11/02	6	\$0.100	\$0.020	V09
Construction		5/03	12	\$0.700	\$0.140	V09
Constr. Inspection	Municipality	5/03	12	\$0.100	\$0.020	V09
RR Force Account						
TOTAL COST				\$1.120		

BASIS OF ESTIMATE: The above estimate is based on typical costs for this type of project.

MARCHISELLI PROGRAM ELIGIBILITY: Project is eligible for reimbursement under the Marchiselli program.

IPP PREPARER: Jim DeCicco, Dutchess County Dept of Public Works

DATE: 2/23/01

MUNICIPALITY: DUTCHESS COUNTY
PROJECT ID NUMBER: 8755.41
PHASE: PER SCHEDULE A
BIN: N/A

MASTER AGREEMENT

COMPTROLLER'S CONTRACT NO. _____

This Agreement, effective this 11th day of June 2001, is by and between the New York State Department of Transportation ("NYSDOT"), having its principal office in the Administration and Engineering Building, 1220 Washington Avenue, State Campus, Albany, NY 12232, on behalf of New York State ("State"),

and

DUTCHESS COUNTY (the "Municipality") acting by and through the COUNTY EXECUTIVE with its office at the County Office Building, 22 Market Street, in the City of Poughkeepsie, in the County of Dutchess and the State of New York.

This agreement identifies the party responsible for administration, and establishes the method or provision for funding, of applicable phases of a federal-aid municipal streets and highway project not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this agreement or one or more duly executed and approved Supplemental Schedules A to this agreement. The phases that are potentially the subject of this agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidental") work, Right-of-Way Acquisition work; Construction; and/or Construction Supervision and Inspection. The federal-aid project, which is on a County Road shall be identified for the purposes of this agreement as **Noxon Road (County Route 21): Route 55 to Titusville Road (County Route 49) in the Town of LaGrange, Dutchess County** (as more specifically described in such Schedule A or Supplemental Schedules A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of federal-aid funds to the State for the purpose of carrying out federal-aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner to use federal aid available under the federal-aid highway acts and provides for the consent to and approval by the Municipality of any project under the federal-aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991 the State enabled the "Marchiselli" Program, that provides State aid for federal aid highway projects not on the State highway system; and

WHEREAS, pursuant to Chapters 329, 330 and 331 of the Laws of New York of 1991, Highway Law §80-b and Public Authorities Law §380 funding of the "State share" of projects under the Marchiselli Program is provided from the proceeds of Local Highway and Bridge Service Contract Bonds issued by the New York State Thruway Authority ("Thruway Authority Bonds"); and

WHEREAS, the continuing legislative authorization for the funding of eligible costs of federal aid municipal streets and highway projects from the proceeds of Thruway Authority Bonds is pursuant to a chapter or chapters of the laws of New York State providing appropriations pursuant to Public Authorities Law §380(1); and

C-6170

WHEREAS, projects eligible for Marchiselli aid are identified by the State Legislature in the "Comprehensive List" published in the annual Report of the Fiscal Committees on the Executive Budget (the "Green Book"), and the Project is duly included in the current Green Book; and

WHEREAS, pursuant to authorizations therefor, NYSDOT and the Municipality are desirous of progressing the Project under the Marchiselli Program; and

WHEREAS, the Legislative Body of the Municipality by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal Deposit identified in applicable Schedules A and has further authorized the COUNTY EXECUTIVE to execute this Agreement and the applicable Schedule A on behalf of the Municipality (a copy of such Resolution is attached to and made a part of this Agreement).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The agreement consists of the following:

Agreement Form - titled "Master Federal Aid and Marchiselli Aid Project Agreement";

Schedule "A" - Description of Marchiselli Project Phase, funding and deposit requirements;

Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility

EXHIBIT A - (if applicable) Work Requirements

EXHIBIT B - (if applicable) Municipal Record Keeping Guidelines

EXHIBIT C - (if applicable) Consultant Selection Procedures

Appendix "A" - New York State Required Contract Provisions

Appendix "B" - U.S. Government Required Clauses

Municipal Resolution(s) - duly adopted municipal resolution(s) authorizing the appropriate municipal official to execute this Agreement on behalf of the Municipality and appropriating the funding required therefor.

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more supplemental Schedules A as may hereafter be executed by the parties hereto and approved as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the execution of such Schedules A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

3. *Municipal Deposit.* Where the work is performed by consultant or construction contract entered by NYSDOT, or by NYSDOT forces, and unless the total non-federal share of the Project phase is under \$5,000.00, the Municipality shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply federal aid and the required Municipal Deposit for the non-federally aided portion, and shall request Thruway Authority funding of Marchiselli aid to the Municipality as described below. For work performed by or through the Municipality, NYSDOT will reimburse the Municipality with federal aid and Marchiselli aid as described below.

4.1 *Federal Aid.* NYSDOT will administer federal funds for the benefit of the Municipality for the federal share and will fund 80% of federal participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality, NYSDOT will reimburse federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. code, as amended, that requires federal aid-eligible projects to be on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects that can be off the FAHS. Included among the participating items are: *the actual cost of employee personal services, leave and fringe benefit additives are eligible for Federal participation. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.*

4.1.2 *Periodic Reimbursement.* Except where the Municipality proceeds or has proceeded without an agreement with NYSDOT or §4.6 applies, if the Municipality finds it desirable to have reimbursement made periodically, upon the request and certification therefor by the Municipality NYSDOT may make federal aid progress payments based on either: (a.) billings submitted by the consultant; (b.) payment estimates prepared by NYSDOT's Engineer in Charge; or (c.) billings prepared by the Municipality in accordance with NYSDOT requirements, based on costs incurred as disclosed by the records thereof, as required by the Project, with adjustments (including for 5% retainage) to be made after audit by NYSDOT or FHWA. These payments shall be made as moneys become available therefor.

4.2 *Marchiselli Aid.* NYSDOT will request Thruway Authority reimbursement to the Municipality of 75% of the non-overmatched non-federal share of federal participating cost, (the "State share"), incurred in connection with the work covered by this agreement, subject to the limitations set forth on Schedule A. Not all federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs.* To be eligible for Marchiselli Aid Project costs must: (a.) be eligible for federal participation as described under §4.1; (b.) be for work which, when completed, has a certifiable service life of at least 10 years; and (c.) be for a work type that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing off the State Highway System.

4.2.2 *Periodic Reimbursement.* Except where the Municipality proceeds or has proceeded without a Marchiselli agreement with NYSDOT or §4.6 applies, if the Municipality finds it desirable to have reimbursement made periodically, upon the request and certification therefore by the Municipality, NYSDOT may submit a request to the Thruway Authority to make progress payments based on the amount of Federal Aid participating expenditures made to date by the New York State Comptroller. For work performed by or through the Municipality,

NYSDOT will reimburse eligible Marchiselli expenditures in accordance with Marchiselli program policy and claims procedures, with adjustments (including for 5% retainage) to be made after audit by NYSDOT or FHWA. These payments shall be made as moneys become available therefore.

4.3 In no event shall this Agreement create any obligation to the Municipality for funding or reimbursement of any amount in excess of:

- (a) the amount stated in Schedule A or duly executed Supplemental Schedules A for the Federal Share; and (b) the amount stated in Schedule A or duly executed Supplemental Schedules A as the State (Marchiselli) share or the amount stated in the Comprehensive List, whichever is lower.

4.4 All items included by the Municipality in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT (See EXHIBIT B) and the FHWA. Such items shall be subject to audit by the State and the FHWA.

4.5 If PE or ROW incidental work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment the reimbursement to the Municipality provided for in sections 4.1 and 4.2 may be reduced by NYSDOT by the amounts thereof in excess of the Municipal Deposit available for such payment to NYSDOT.

4.6 "Credit" or "Soft Match". Where the Municipality performs PE and/or ROW incidental or ROW acquisition work for the federal aid-eligible construction project covered by this agreement, subject to:
(a) NYSDOT and FHWA approval of the plans, specifications and estimates prepared by the Municipality; and, (b) the administration of the construction phase by NYSDOT, the costs of such work that are approved in writing by NYSDOT as applicable to the federal aid and Marchiselli aid construction work (excluding costs applicable to non-federally eligible or non-Marchiselli eligible project elements) shall be credited following FHWA's construction phase closeout audit of the Project to Project costs that are eligible for federal aid and Marchiselli aid.

4.6.1 Notwithstanding subsection 4.3(b), the maximum amount of such "soft match" credit is limited to the lower of: (i) the Municipality's share of Marchiselli aid-eligible construction costs; (ii) the unexpended balance of construction phase funding identified for the Project in the Comprehensive List; or, (iii) the amount of certified Project costs claimed for credit.

5. *Supplemental Agreement or Supplemental Schedule A.* Supplemental Agreements or Supplemental Schedules A may be entered by the parties, and must be approved in the manner required for a State contract. In the event Project cost estimates increase over the amounts provided for in Schedule A or Eligible Project Costs in the Comprehensive List are increased by the legislature, no additional reimbursement shall be due to the Municipality unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality any moneys paid to the Municipality pursuant to this Agreement which are subsequently determined to be ineligible for Federal Aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality withdraws its approval of the project, or suspends or delays work on the Project, or takes other action that results in the loss of federal participation for the costs incurred pursuant to this agreement, the Municipality shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or federal aid due to the Municipality by such amount and apply such offset to effect such refund.

8. *Municipal Liability.*

8.1 If the Municipality performs work under this agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality, its officers, agents, servants or employees, contractors, subcontractors or others in

connection therewith. The Municipality specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality its officers, agents, servants, employees, contractors, subcontractors or others under this agreement. Negligent performance of service, within the meaning of this section shall include, in addition to negligence founded upon tort, negligence based upon the Municipality's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

9. *Facility Maintenance.* Except as otherwise provided for a NYSDOT administered project during its construction phase only, the Municipality shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality. If the Municipality intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun.

10. *Independent Contractor.* The officers and employees of the Municipality, in accordance with the status of the Municipality as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the moneys available to the State and no liability on account thereof shall be incurred by the State beyond moneys available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in Schedule(s) A executed herewith, this agreement takes effect as of the date of this Master Agreement as first above written. This agreement takes effect as to the Project and phase(s) established in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This agreement shall remain in effect so long as federal aid and Marchiselli aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a federal or State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary federal or State appropriations or other funding authorizations therefor are eventually enacted.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality assert, make, or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this agreement.

15. *Required Clauses.* Attached hereto and made a part of this agreement, as if set forth fully herein as Appendix "A" and Appendix "B", standard clauses for all New York State contracts.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its duly authorized officials as of the date first above written.

DUTCHESS COUNTY

BY: _____
County Executive
William R. Steinhaus

APPROVED AS TO FORM:

BY: _____
County Attorney

APPROVED AS TO CONTENT:

Commissioner of Public Works

STATE OF NEW YORK)
)ss.:
COUNTY OF DUTCHESS)

On this _____ day of _____, 2001 before me personally came William R. Steinhaus me known, who, being by me duly sworn did depose and say that they reside in Pl. Valley, NY; that he is the **COUNTY EXECUTIVE** of the Municipal Corporation described in and which executed the above instrument; that it was executed by order of the **DUTCHESS COUNTY LEGISLATURE** pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he signed his name thereto by like order.

Notary Public

06/08/01dh.

Marchiselli Local Agreement* Schedule A

One Form is required for each Phase

Page 1 of 3 Instruction:
OSC Municipal Contract # _____
Phase Completion Date: 05/08

Purpose: ☒ MM1 Master (To Originate a "1st time" Marchiselli Match Agreement)
☐ MM2 Master (To Supersede all prior Marchiselli agreement phases, or Change "1st Instance" financing role)
☐ MM3 Master (To Convert from Non-Marchiselli Federal/Local Agreement to a Marchiselli Match Agreement)
☐ Supplemental Schedule No. _____
☐ Administrative Correction

Non-Federal Funding Level: ☒ \$5,000 & Over; Thruway; 80-0-20 ☐ Under \$5,000; Comptroller SDF; 80-20-0

Agreement Type & Deposit Status: (Check applicable box below)

☐ **State Administered:** Deposit Required for Non-Federal % of all estimated eligible costs + 100% of ineligible costs; Marchiselli Matching Aid is paid quarterly following verified eligible federal aid expenditures by the State Comptroller.
☒ **Locally Administered:** REGULAR (Federal Aid + NYS Marchiselli Match): No Deposit Required, but Non-federal % of State service costs are charged at Close Out. Marchiselli Matching Aid begins as eligible state expenditures & local reimbursements appear in Federal Aid Current Bill.
☐ **Locally Administered:** SOFT MATCH (Not Federally Aided): No Federal or Marchiselli Matching Aid is reimbursed during soft matched phase. Sponsor files itemized statement of direct costs for Regional certification. Sponsor receives normal quarterly Construction phase reimbursement, but lump sum Soft Match Credit (SMC) payment is applied *following* Final FHWA close out of Construction phase – limited to the Local Share of Construction Costs (normally 5%).

CHANGE OF AGREEMENT & STATE PAYMENT SOURCE (check when applicable):

☐ Non-Federal COSTS NOW EXCEED \$5,000 (formerly "Under \$5,000"); Change encumbrance to "80 - 0 - 20" F-S-L split

Individual Project Phase ID: ☒ P.E./Design ☒ ROW Incidentals ☐ ROW Acquisition ☐ Construction; C/I, & C/S

List all 9-digit PIN Marchiselli-Match Eligible Fiscal Shares *in this Phase* (e.g., 123456.121; 123456.122):

PIN 8755.41.121 and 8755.41.221

Work Type(s): Noxon Road (County Route 21) from Route 55 to Titusville Road (County Route 49) in the Town of LaGrange, Dutchess County.

List any 9-digit PIN Fiscal Shares NOT Eligible for Marchiselli-Matching Aid (e.g., 123456.123; 123456.104):

Route # &/or BIN #: _____ Route &/or Bridge Name: _____

Termini From: _____ To: _____
 Local Municipal Sponsor (Village, Town, City, or County of ...): Dutchess County

% of Cost Shared by Other Municipality(ies): _____
 (List only if applicable)

Record ALL Approved Budget Allocations in Legislature's Comprehensive List (List ALL Phases)

List State Fiscal Year(s) which apply:	SFY 94/95	SFY 95/96	SFY 99/00	SFY —	SFY —	SFY —	Authorized BUDGET To Date
6 digit PIN# (in Green Book)	8755.41	8755.41	8755.41				
P.E./Design	\$15,000.00		\$35,000.00				\$ 50,000.00
ROW(see note)	\$ 2,000.00		\$ 5,000.00				\$ 7,000.00
Construction, C/I & C/S		\$99,000.00					\$ 99,000.00
TOTAL	\$17,000.00	\$99,000.00	\$40,000.00				\$156,000.00

Note: "ROW" in the Comprehensive List means either ROW Incidentals or ROW Acquisition.

Marchiselli Local Agreement - Schedule A (continued)

A. COST SUMMARY FOR THE FOLLOWING PHASE [Check applicable box(es) below]:

* = P.E./Design * = ROW Incidentals ☐ = ROW Acquisition ☐ = Construction, C/Inspection, & C/Supervision

B. Summary of ELIGIBLE MARCHISELLI Program Costs (for this Phase Only)

List Eligible PIN Fiscal Share(s) (i.e., 9-digit PINs)	TOTAL ELIGIBLE COSTS	FEDERAL Participating Share @ 80 %	STATE MARCHISELLI Match @ 15 %	LOCAL MATCHING Share @ 5 %	LOCAL DEPOSIT AMOUNT REQUIRED (if any)
- 8755.41.121 PE - 8755.41.221 RI	\$200,000.00 \$ 20,000.00	\$160,000.00 \$ 16,000.00	\$30,000.00 \$ 3,000.00	\$10,000.00 \$ 1,000.00	\$-0- \$-0-
TOTAL MARCHISELLI ELIGIBLE COSTS	\$220,000.00	\$176,000.00	\$33,000.00	\$11,000.00	\$-0-

C. Summary of MARCHISELLI INELIGIBLE or MARCHISELLI NON-PARTICIPATING Costs, if any

List any other PIN Fiscal Shares (i.e., 9-digit PINs)	List SOURCE of Funds (e.g., 100% Local, SDF, SALB, Other Agency, Authority, Private Entity, Legislative Member Item, Utility Co., etc)	List TYPE of Work or Costs (e.g., Betterments, Overmatch, Parking Lot, New Sidewalk, Highway Rest Area, Bridge Demolition, Excess Grant Amt, Utility Expense, "Under \$5,000", etc)	TOTAL "Marchiselli- Ineligible & Non- Participating" Costs (if any)	Other NON-LOCAL (Federal & State) "Marchiselli- Ineligible or Non- Participating" Costs (if any)	Other LOCAL "Marchiselli- Ineligible or Non- Participating" Costs (if any)
			\$	\$	\$
			\$	\$	\$
		Total:	\$	\$	\$

D. Total Local DEPOSIT(s) Required for this Phase (including any prior deposits): \$-0-

E. TOTAL PROJECT COSTS for this Federally Aided Phase (all sources)

TOTAL FEDERAL AID	TOTAL MARCHISELLI AID	TOTAL LOCAL AID	TOTAL OTHER AID	TOTAL (all sources)
\$176,000.00	\$33,000.00	\$11,000.00	\$-0-	\$220,000.00

NYSDOT ADMINISTRATIVE PROCESSING DATA:

For completion by the NYSDOT Regional Office

1. Is a Local Deposit Required with this Agreement? ☐ Yes ☒ No
2. If prior deposit(s) were made on this Phase, list Current Amount Due: \$ _____ Otherwise, leave blank.
 - List any prior deposit check amount(s) and the approximate date(s) in the "Footnotes:" section below.
3. Has any required deposit check been received by the NYSDOT Region? ☐ Yes ☐ No If "No", list due date: _____
4. Has the required Marchiselli Deposit Check Transmittal (CP74) form been completed? ☐ Yes ☐ No
 To insure municipalities receive full and accurate credit for their deposits, note the following:
 - A separate municipal check is required for each individual project PIN (6-digit). Each check should clearly identify the PIN, PHASE of work, and State Comptroller "D" AGREEMENT No.
 - A separate CP74 Marchiselli Deposit Transmittal form is required for each State Administered, federally-aided PHASE of work (attached to the local sponsor's check) from the applicable NYSDOT Regional Office (n.b., For this purpose, Design & ROW Incidentals is considered one phase).

For Detailed PIN Review by NYSDOT Project Coordinator (Check applicable box & record date)

- ☐ My review of Page 1 & 2 indicates there are no additional PIN Fiscal Share extensions issued at this time.
- ☐ My review indicates the following additional 3-digit PIN Fiscal Share Extension(s) were previously unrecorded, and are chargeable to this phase within the amount authorized as the State Marchiselli Match on Page 2, Block B:

Date Reviewed: _____

See Master Agreement (or Supplemental Agreement Cover) for required contract signatures.

Footnotes:

SCHEDULE B: Phases, Subphase Tasks, and Allocation of Responsibility

Instructions: Enter an "X" to indicate the appropriate Phase, then assign the responsibility for each applicable Subphase task by entering an "X" in either the NYSDOT column to allocate the task to State Labor Forces or a State Contract, or enter an "X" in the other appropriate column to indicate a task allocated to Non-State Labor Forces or a Locally Administered Contract.

PHASE/SUBPHASE	Allocation of Responsibility	
	NYSDOT	MUNICIPALITY
X_A1. Preliminary Engineering ("PE") Phase		X
1. Scoping: Prepare & distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.		X
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, land use and development analysis and forecasts.		X
3. Preliminary Design: Prepare & distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design subphases or tasks and/or to secure the approval/authorization to proceed.		X
4. Review & Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.		X
5. Obtain aerial photography and photogrammetric mapping.		X
6. Perform all surveys for mapping and design.		
7. Detailed Design: Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the <i>Highway Design Manual</i> , including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design; and all design of highway appurtenances & systems (e.g., Signals, IVHS facilities), and maintenance and protection of traffic plans. FRA criteria will apply to rail work.		X
8. Perform landscape design (including erosion control).		X
9. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need for cultural resources survey.		

PHASE/SUBPHASE	Allocation of Responsibility	
	NYS DOT	MUNICIPALITY
10. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separately, any portions of the project which may be more appropriately progressed separately and independently.		X
11. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.		X
12. Conduct any required soils and other geological investigations.		X
13. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocation plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.		X
14. Determine the need and apply for any required permits, including U. S. Coast Guard, U. S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.		X
15. Prepare and execute any required agreements, including: -- Railroad force account -- Maintenance agreements for sidewalks, lighting, signals, betterments. -- Betterment Agreements -- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities.		X
16. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E by NYSDOT		X
<u>X</u> A2. Right-of-Way (ROW) Incidentals		X
1. Prepare ARM or other mapping, showing preliminary taking lines.		X
2. Right-of-Way (ROW) mapping.		X
3. Obtain abstracts of title.		X
4. Secure Appraisals.		X

PHASE/SUBPHASE		Allocation of Responsibility	
		NYS DOT	MUNICIPALITY
			X
	5. Perform Appraisal Review.		X
	6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including "de minimus" determination, as may be applicable.		X
	7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.		X
	8. Prepare a Right-of-Way plan.		X
	9. Prepare relocation plans, if required.		X
	<u>X</u> B. Right of Way (ROW) Acquisition		X
	1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties.		X
	2. Provide required relocation assistance, including payment of moving expenses, replacement housing supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.		X
	3. Conduct condemnation proceedings, court, and any other legal actions required to acquire properties.	X	X
	4. Monitor all ROW Acquisition work and activities, including review and processing of payments to property owners.		X
	5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.		X
	6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.		
	<u>X</u> C. Construction (C), Supervision (C/S) and Inspection (C/I) Phase		

PHASE/SUBPHASE		Allocation of Responsibility	
		NYSDOT	MUNICIPALITY
1. Advertise contract lettings and distribute contract documents to prospective bidders.			X
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).			X
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.			X
4. Compile and submit Contract Award Documentation Package.			X
5. Review and approve any proposed subcontractors, vendors, or suppliers.			X
6. Conduct & control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records & files, including all diaries & logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies & labor for the performance of the work on the project, & insure that the proper materials, equipment, human resources, methods and procedures are used.			X
7. Test and accept materials, including review and approval for any requests for substitutions.			X
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.			X
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.			X
10. Review and approve all shop drawings, fabrications details, and other details of structural work.			X
11. Administer all construction contract claims, disputes or litigation.			X
12. Perform final inspection of the completed work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.		X	X

NOTE: For those tasks with two "X"s., the Sponsor has the lead responsibility.

EXHIBIT A

Work Requirements

The work of the project shall be performed in accordance with the following requirements:

1. Plans, Specifications and Estimates

a. The Municipality shall comply with all applicable statutes, permits, ordinances, rules and regulations relative to the development of the project including those for projects which may have a significant effect on the environment (e.g. the National Environmental Policy Act ("NEPA") and State Environmental Quality Review Act, significant effect on agricultural districts (Agriculture and Markets Law, Article 25AA), the preservation of historic structures, the quality of water and potential for flood hazards and losses (Environmental Conservation Law, Articles 8 and 36) and certify such compliance in a form acceptable to NYSDOT.

b. Contract work with any person, firm, corporation or agency, either governmental or private, to accomplish the Project will be in accordance with applicable State and Federal law. The choice of contract engineers by the Municipality to perform preliminary engineering or construction inspection is subject to the approval of NYSDOT.

c. All construction materials and construction methods shall be in accordance with specifications approved by NYSDOT. The Municipality shall design and construct the Project, or cause it to be designed and constructed, in accordance with standards agreed to by NYSDOT under the supervision of a professional engineer, or architect or other professional as agreed to by NYSDOT. Construction supervision work shall be performed by the Municipality or by contract.

d. The record sampling program, independent testing and quality assurance procedures applicable to federal-aid Projects performed by the Municipality shall be in accordance with specifications approved by the NYSDOT whether or not such procedures are required for the receipt of Federal-Aid.

e. Any contract plans and specifications shall be stamped with the seal of a professional engineer licensed in this State and shall be signed by such professional engineer, or shall be signed by such other professional licensed in this State, as approved by NYSDOT. The plans and specifications shall be filed with NYSDOT.

f. The contract between the Municipality and its contractor(s) must comply in every way with applicable Federal laws, rules, regulations and the Federal-Aid Policy Guide (FPG). NYSDOT shall not be a party to any such third party contract.

2. As required by law construction contract lettings and construction contract awards shall be based on competitive bidding, and shall require prior approval of NYSDOT in the following manner:

a. Prior to advertising for bids, one copy each of the proposed construction contract, plans, specifications and all related bidding documents shall be submitted to NYSDOT for its approval prior to such advertisement. The bid invitation and the contract to be let shall contain a statement that the contract will be awarded by the Municipality subject to the approval of NYSDOT.

b. Advertisement must be placed in newspapers, bulletins, trade journals and/or minority publications for a *minimum of three weeks* to insure free and open competition, unless a different period is approved, in writing, by NYSDOT.

c. After the bid opening and before award, the following contract award package shall be submitted to NYSDOT:

- (1) Proof of publication of advertising for bids.
- (2) Certification of all bids received with tabulation of up to six lowest.
- (3) Copy of the proposal signed by the bidder selected for award of the contract.
- (4) If the award is not to be made to the lowest bidder, a statement of explanation.
- (5) Bid amount broken down by fiscal shares.
- (6) Competitive bidding statement.
- (7) Recommendations for award.
- (8) Analysis of low bid, including identification of unbalanced bids.
- (9) Certification of quantities of items bid 25% or greater over the engineer's estimate.
- (10) Non-collusive Bidding Certification.
- (11) Bidder Debarment History Certification.
- (12) For contracts over \$500,000 or as otherwise required:

- Schedule of proposed DBE participation; and
- NYS Uniform Contracting Questionnaire (CCA-1).

NYSDOT will review the Contract award package and, after approval, the Municipality shall award the contract and file an executed copy thereof with NYSDOT.

EXHIBIT B

Municipal Record Keeping Guidelines

The following are the record keeping requirements for State reimbursement of participating direct costs on Federal-Aid/Marchiselli Aid projects:

1. *Progress Billings.* After approval of the Agreement, the Municipality may submit progress billings to NYSDOT for the Federal share, and the applicable State share of approved costs shall be supported as follows:

- a) *Contracts/Consultant Agreements* - Separate invoices or billings are required for each contract, each consultant agreement, and for work performed by Municipal employees. Billings for payments made on contracts or consultant agreements will be made on NYSDOT's Form FIN 421, as it may be amended, and supported by a copy of the applicable payment estimate(s) for contracts or consultant agreements.

- b) *Work by Municipal Employees* - Billings for Municipal employees will be on NYSDOT's Form FIN 421, supported by an Engineer's Payroll Abstract for the period(s) covered by the billings, copies of payroll time sheets for the applicable billing period and copies of paid invoices or supporting documents for all non-personal service cost items in excess of \$250. Only those direct Project costs as defined in applicable Federal regulations and incurred subsequent to the date of Federal Highway Administration authorization can be included in billings. The supporting documents for personal service and non-personal service costs are to include the following:

- (1) *Payroll Time Sheets* - The signature of the employee and approval of the employee's supervisor is required on each time sheet. These signatures attest to the employee's assignment and hours worked on the Projects indicated, and demonstrate that periods of paid leave are charged to appropriate leave categories or accounts. Employee time for such leave, holidays, vacation or other paid leave cannot be charged directly to Projects on time sheets since such costs must be allocated to Projects by using an approved percentage additive rate applied to direct payroll costs. Time sheets must correspond with applicable payroll records and amount paid for each employee based on a comprehensive payroll/labor cost distribution system.

- (2) *Engineer's Payroll Abstract* - Leave and fringe benefit additives are to be calculated and charged to Projects at percentage rates

previously approved by NYSDOT for provisional billing purposes, subject to final audit.

- (3) *Non-Personal Service Costs* - Copies of invoices or documentation showing amounts and notations as may be required to clearly identify the purpose of each item. Copies of employee reimbursement vouchers for travel or similar costs are not required with progress billings but must be retained by the Municipality for subsequent audit.

- c) NYSDOT will reimburse Municipal personal service, fringe benefits, non-personal service and related costs which are clearly identifiable to a specific project. Local claims for reimbursement of such expenditures utilizes the same Form "FIN 421" processing procedure as is routinely used for reporting Consultant Payment Requests. Municipal claims for reimbursing preliminary engineering, construction engineering or other approved work - whether performed by Municipal employees or by a Consultant - requires only the completion of a single column of Total Costs which pertain solely to eligibility for the Federal Aid component.

Completing FIN 421: The amount listed on lines 1-3 of the Work Performed Section of the FIN 421, and the supporting documentation, should be for 100% of the share of participating costs eligible for federal aid. However, since the amount shown on line 3 of the FIN 421 is applicable to calculating the Federal share only, a notation after that amount is required to indicate the Total Costs reported times a "Federal Aid Percentage" (e.g., "\$ X %"). For example, "\$100,000 X 80%" (with "80%" being the federal aid percent). On the other hand, lines 7 and 8 for such billings should reflect only the amount of computed Federal Share payments, with Line 8 containing only the amount currently being claimed for reimbursement of the federal share.

2. *Project Detail Ledgers.* For audit purposes, a Project Detail Ledger is required as the official accounting record of the Municipality to record and accumulate all cost transactions applicable to the Project. All costs recorded on the Project Detail Ledger should be for 100% of such costs with reduction for the non-Federal share, and for any applicable State share.

Every transaction listed on the Project Detail Ledger will be recorded in the same level of detail as the total from each supporting source document (no summarization of source documents amounts). All transactions listed on the detail ledger will identify the source document for the transaction by referencing contract/estimate numbers, social security numbers (for time sheets and employee reimbursements), vendor or payee numbers for vouchers, etc. The applicable accounting system record date will also be included for each transactions, i.e. - pay period dates for time sheets, or voucher approval or date paid for payments to the consultant, employee reimbursements, etc.

The ledgers for the Project will include totals for all transactions recorded during: 1) each accounting month, (2) the fiscal year of the Municipality, and (3) for the Project life to date.

3. *Source Documents.* The Municipality will retain an official copy of consultant estimates, payroll time sheets, employee travel claims and all other original source documents for transactions listed on the Project Detail Ledger. These will be systematically filed in an order that will facilitate retrieval. All expenditure vouchers or other cost documents must also be traceable through the Municipality's disbursement process to copies of warrants or checks issued and to corresponding documentation maintained in the official accounting records of the Municipality's central finance office.
4. *Audit/Disallowances.* The Municipality shall cause a Certified Public Accountant to audit the performance of any consultant contract entered for the Project and retain the results thereof for State or federal audit of this agreement. Costs claimed or previously reimbursed that cannot be supported as outlined herein, are subject to audit disallowance by NYSDOT, the State Comptroller, Federal Highway Administration, and/or the U.S. Department of Transportation, Officer of the Inspector General. Amounts paid to the Municipality by NYSDOT that are subsequently disallowed by the Federal Government are subject to recovery by NYSDOT from the Municipality, or at the option of the State, will be offset or reduced against current or future reimbursement claims on the same or other Projects.

EXHIBIT C

Consultant Selection Procedures

Unless alternative procedures are approved by NYSDOT, the municipality/sponsor will employ the following procedures for the selection of any consultant to perform work on their project.

The procedures listed below apply to the procurement of professional services. As shown, differentiations are made at certain stages between architectural/engineering/land surveying (collectively referred to as "A/E") services, and other ("non-A/E") professional services. In addition, the procedures outlined for A/E services only apply to those services with a total dollar value greater than \$25,000. For A/E services valued less than \$25,000, the non-A/E procedures may be followed. If there is a question as to which procedure is applicable for a given project, the municipality/sponsor should contact the Local Consultant Selection Coordinator, Contract Management Bureau, NYSDOT, for guidance prior to the initiation of procurement activities.

For illustrative purposes, the procedures below assign functional responsibilities and titles for the various steps. The municipality/sponsor may substitute their own functional equivalents for these titles, but no substantive changes in the procedure may be made without prior written approval from NYSDOT.

ACTION/TASK PERFORMED BY

ACTION/TASK

Municipality/Sponsor
Requiring Consultant

Project Manager

1. Assign a Project Manager (PM) to coordinate and oversee all procurement and consultant activities.
2. Prepare a service contract requirement package. The package should include the following: (a) a scope of services describing in detail the services to be performed; (b) a schedule for completion of critical tasks in the project; (c) an estimate of the value of the services to be provided, including anticipated staff hours, overhead, profit, and non-salary costs; (d) all other technical data that may be included in the solicitation for professional services, such as minimum qualifications or requirements, maps, plans, etc.
3. Designate at least three (3) individuals to serve on a consultant selection committee. Committee members should be familiar with the project and/or knowledgeable in the field of professional services being solicited.
4. Assign a contract number to the assigned contract, (if available, this can be the Project Identification Number (PIN) assigned to the project by NYSDOT).
5. Contact NYSDOT to discuss proposed procurement methodology to insure that proper procedures are understood for the type of services to be procured.
6. Discuss desirable qualifications of consultant, and establish selection criteria to be utilized in the evaluation of consultant proposals or Expressions of Interest (EOI's). Establish relative weights for each criteria based upon its relative importance to the committee. Examples of commonly used selection criteria include: experience of firm with similar projects; experience of proposed staff with similar projects; experience with municipality/sponsor; reasonableness of proposed approach and schedule; familiarity with area; etc. COST AND PRICING IS NOT ALLOWED AS A SELECTION CONSIDERATION FOR A/E PROCUREMENTS WITH A VALUE OVER \$25,000. COST AND PRICING INFORMATION CAN BE UTILIZED FOR NON-A/E PROCUREMENTS AND FOR A/E PROCUREMENTS WITH A CONTRACT VALUE LESS THAN \$25,000.

Project Manager and
Committee

7. Establish Disadvantaged Business Enterprise (DBE) participation goals, if appropriate.

Project Manager:
FOR A/E PROJECTS

8. Prepare a Request for Qualifications (RFQ) package to be sent to all prospective consultants. The RFQ must include the following: (a) a project identification number and indication that the project is federally funded; (b) a statement of the work to be performed; (c) the anticipated project schedule; (d) an estimate of the total project cost; (e) selection criteria, listed in order of decreasing importance (do NOT include criteria weights); (f) DBE requirements, if any; (g) material to be submitted in the Expression of Interest and desired format of submission; (h) number of copies of EOI to be sent, EOI due date, and address where EOI's should be mailed; (i) name, address, and phone number of contact person; (j) any additional project information that may be useful to the consultants in their EOI preparation (ie: availability of plans or maps for inspection, time and date of any planned site tours, etc.); (k) a statement indicating that responding firms must be licensed to practice engineering in New York State. THERE MUST NOT BE ANY REQUEST FOR COST OR PRICING INFORMATION IN THE RFQ.

FOR NON-A/E PROJECTS

8. Prepare a Request for Proposals (RFP) package to be sent to all prospective consultants. The RFP must include the following: (a) a project identification number and indication that the project is federally funded; (b) a statement of the work to be performed; (c) the anticipated project schedule; (d) an estimate of the total project cost; (e) selection criteria, listed in order of decreasing importance (do NOT include criteria weights); (f) DBE requirements, if any; (g) material to be submitted in the proposal and desired format of submission; (h) number of copies of proposals to be sent, proposal due date, and address where EOI's should be mailed; (i) name, address, and phone number of contact person; (j) any additional project information that may be useful to the consultants in their proposal preparation (ie: availability of plans or maps for inspection, time and date of any planned site tours, etc.); (k) a cost proposal consisting of a lump sum/specific hourly rate for performing the work as outlined in the RFP. Each cost proposal should contain the following elements: (1) Salaries - A salary schedule listing descriptive job titles for the staff to be assigned to the project and their present hourly rates; (2) Non-Salary Costs - A direct non-salary cost schedule shall list all out-of-pocket expenses expected to be incurred during the performance of the project. Travel, meals, and lodging shall be limited to the prevailing maximum rates as established by the NYS Comptroller, (available from NYSDOT Contract Management Bureau); (3) Cost Summary - A final schedule that summarizes the direct labor, overhead rate, fixed fee (profit), and direct non-salary costs for the project.

Project Manager

9. Make all necessary arrangements for advertisement of the RFQ/RFP. Advertisements must be for one day in the New York State Contract Reporter, except for projects located in the metropolitan New York City area, which must be advertised in the New York State Contract Reporter AND/OR the New York City Record. It is at the municipality/sponsor's discretion whether to advertise in local newspapers or publications in addition to the required publications.

If the RFQ/RFP is of short length (less than two pages), the entire request can be placed in the advertisement. Proposers will respond directly to the advertisement to the municipality/sponsor with their EOI's or proposals. If the RFQ/RFP contains more information than is practical to place in an advertisement, the advertisement should ask for interested firms to submit a one page Letter of Interest (LOI) to the municipality/sponsor. Firms sending a LOI in response to the advertisement will then be sent a copy of the RFQ/RFP when available. Advertisements requesting LOI's should contain the following information: (a) a project identification number; (b) an indication that the project is federally funded; (c) a brief description of the project scope; (d) an estimate of total project cost; (e) anticipated project start and

completion dates; (f) name, address, and phone number of contact person; (g) LOI due date with a statement informing interested firms that those submitting an LOI will receive a copy of the RFQ/RFP when it is available.

10. Issue RFQ/RFP to all responding firms (if requesting Letters of Interest) and any other firms that otherwise request a copy. No copies should be distributed prior to the advertised due date of the LOI's.

11. Respond to questions from prospective proposers regarding clarifications, omissions, etc.

12. If as a result of such questions any part of the RFP/RFQ requires clarification, change, or augmentation, issue an addendum to the RFP/RFQ to ALL respondents and, if necessary, extend the response deadline appropriately.

13. If applicable, coordinate site visits for prospective proposers. Arrange for appropriate safety personnel to be present as necessary (ie: flaggers).

14. Make available any plans, maps, reports, and other written material pertinent to the project referred to in the RFP/RFQ for viewing by all interested proposers.

15. Receive all proposals/EOI's and review for proper format and completeness.

16. Prepare scoresheets for use by selection committee in their evaluation of proposals/EOI's. Scoresheets should list all evaluation criteria and summarize the applicable scoring methodology. Generally, scoring should be on a scale of 0 - 10 for each evaluation factor,, using whole numbers only.

17. Distribute scoresheets and one copy of each proposal/EOI for each firm to all committee members and establish a date for the selection committee to meet and discuss their reviews and scores.

Selection Committee:
FOR A/E PROJECTS

18. Each committee member individually reviews each Expression of Interest received and assigns scores for each selection factor. Upon completion of all reviews, returns scoresheets to Project Manager for tabulation of rankings.

FOR OTHER PROJECTS

18. Each committee member individually reviews each proposal received and assigns scores for each selection factor. Upon completion of all reviews, returns scoresheets to Project Manager for tabulation of rankings

Project Manager:
FOR A/E PROJECTS

19. Tabulates scores from all committee members (multiplying scores by their factor weights) Summarizes composite scores in rank order and returns a summary of scoring to committee members for discussion at committee meeting.

FOR OTHER PROJECTS

19. Tabulates scores from all committee members. (multiplying scores by factor weights). Summarizes composite scores in rank order and returns a summary of scores to committee members for discussion at committee meeting. Also, summarizes pricing information for all firms and distributes to committee members.

Selection Committee:
FOR A/E PROJECTS

20. Each committee member reviews their scores and the overall rankings. Committee meets to discuss the scores for the top ranked firms. Members should discuss the strengths and weaknesses of each of the top firms, and revise their scores as

appropriate as a result of discussions. At the conclusion of the meeting, all final scores are returned to the Project Manager for tabulation.

FOR OTHER PROJECTS

20. Each committee member reviews their scores and the overall rankings. Committee meets to identify those firms that are technically qualified to perform project work. Those firms that are determined to be qualified have their cost information reviewed. Discussions should be held amongst the committee members to determine which firm(s) offer the best combination of technical merit and cost. Members have the opportunity to revise their scores as a result of discussions.

Project Manager.

FOR A/E PROJECTS

21. Tabulates final scores. Contacts NYS Department of Transportation for approval of recommended firm (go to step 24) OR invites top ranked firms to prepare oral presentations. Firms should be provided with a list of questions that they will be expected to answer at the oral presentation as well as the factors the committee will be using to evaluate their presentations. *The use of oral presentations is optional for all projects and at the discretion of the locality/sponsor.*

FOR OTHER PROJECTS

21. Contacts NYS Department of Transportation for approval of recommended firm (go to step 24) OR invites top ranked firms to prepare oral presentations. Firms should be provided with a list of questions that they will be expected to answer at the oral presentation as well as the factors the committee will be using to evaluate their presentations. *The use of oral presentations is optional for all projects and at the discretion of the locality/sponsor.*

Selection Committee (if oral presentations are to be held):

FOR A/E PROJECTS

22. Attends oral presentations and evaluates each firm based on the predetermined factors. Committee members should take written notes for each firm, highlighting the relative strengths and weaknesses of each firm in terms of the evaluation factors.

FOR OTHER PROJECTS

22. Attends oral presentations and evaluates each firm based on the predetermined factors. Committee members should take written notes for each firm, highlighting the relative strengths and weaknesses of each firm in terms of the evaluation factors and cost considerations.

Project Manager (if oral presentations were held)

23. Summarizes committee comments and recommendation and forwards to NYS Department of Transportation for approval.

NYS Department

24. Reviews recommended firm and, if acceptable, informs of Transportation municipality/sponsor to contact winning firm and open contract negotiations.

Project Manager

25. Upon receipt of approval of the selection from NYSDOT, contacts winning firm to initiate contract negotiations and informs all other proposers that they have not been selected.

APPENDIX A

STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS

The parties to the attached contract, license, lease, amendment or other Agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$10,000 (\$20,000 for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race,

creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance or work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in

violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively "the Records"). The Records must be kept for the balance of the calendar year in which they were made, and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct and examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION:

(a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or
FEDERAL SOCIAL SECURITY NUMBER.**

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.**

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 6 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and other who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN:** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written Agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written Agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written Agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other Agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b" and "c", above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United State Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

APPENDIX B
U.S. GOVERNMENT REQUIRED CLAUSES

Non Discrimination/EEO/DBE/MBE Requirements

The Contractor and its subcontractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and Department of Transportation regulations (49CFR Parts 21, 23, 25, and 27) and the following:

1. Non Discrimination. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of or be subject to discrimination under this Project.
2. Equal Employment Opportunity. In connection with the execution of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. The Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. Disadvantaged Business Enterprises. In connection with the performance of this Agreement, the Contractor will cooperate with the State in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises will have the maximum practicable opportunity to compete for subcontract work under this Agreement. Also, in this connection the Contractor shall undertake such actions as may be necessary to comply with Section 105(f) of the Surface Transportation Assistance Act of 1982, as implemented in 49CFR Part 23.

In addition, the Contractor and its subcontractors agree to abide by the statements in paragraphs (1) and (2) below. These statements are, by reference, made part of this Agreement and must be included in all subsequent agreements between the Contractor and any subcontractor and in all UMTA-assisted contracts between recipients or subrecipients and any contractor.

- (1) "Policy. It is the policy of the Department of Transportation that minority business enterprises as defined in 49CDF Part 23 shall have the maximum

opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49CFR Part 23 apply to this Agreement."

- (2) "MBE Obligation. The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49CFR

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS (To be completed by requesting department)

Total Current Year Cost \$ 220,000

Total Current Year Revenue \$ 209,000

and Source \$176,000 Federal Share; \$33,000 State's Share

Source of County Funds (check one): ☒ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Item(s): H0290.2000

Related Expenses: Amount \$ Nature/Reason:

Anticipated Savings to County: \$209,000

Net County Cost (this year): \$11,000
(next five years):

Prepared by: Can Tekben, Director of Engineering

BOND RESOLUTIONS

(To be completed by Finance Department)

Total Principal \$

Anticipated Interest Rate %

Term years. Total Anticipated Fees \$

Anticipated Annual Cost (Principal and Interest) \$

Total Payback (Annual Cost X Term) \$

Potential Related Expenses: Annual \$ Term \$

Potential Related Revenues: Annual \$ Term \$

Related Savings to County (Describe):

Prepared by:

Memo

To: Paul Cassillo, Commissioner
From: Can Tekben, Director of Engineering C.T.
Date: November 14, 2001
Re: Attached Resolutions for Improvement of Noxon Road (CR 21)
PIN 8755.41 Master Federal Aid and Marchiselli Agreement

This resolution is being submitted to undertake a major improvement on the section of Noxon Road (CR 21) between State Route 55 and Titusville Road (CR 49) in the Town of LaGrange. This resolution is intended for Dutchess County to agree to pay the cost of the first two phases of the project, which are Preliminary Engineering / Design and Right-of-Way Incidentals. Upon completion of these above-mentioned phases, another agreement will be executed for the remaining Right-of-Way and Construction / Inspection phases.

The funding of this project is already approved by the County under Resolution #200232 and established Bond Number H0290.2000 Roads (ISTEA/TEA-21)

The project will rehabilitate the pavement and widen the shoulders along with horizontal and vertical realignments where warranted to improve the geometry and resulting site distance. Identified areas include the horizontal curve near Meier Road and the approach to the Titusville intersection. Curbing and channelization will be considered in the areas that have a high density of residential driveways and at commercial developments. Roadside drainage will be upgraded, including new closed drainage and cross-culverts, gutters, ditch cleaning and outlet improvements. Guide railing, pavement striping and signing will be upgraded to meet current guidelines.

As indicated in the agreement's Initial Project Proposal (IPP), the total estimated project cost is \$1,120,000 of which \$896,000 (80%) shall be reimbursed by Federal ISTEA Program and \$168,000 (15%) by New York State's Marchiselli Program and the remaining \$56,000 to be paid by Dutchess County.

/ls



STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
4 BURNETT BOULEVARD
POUGHKEEPSIE, N.Y. 12603

ROBERT A. DENNISON III, P.E.
REGIONAL DIRECTOR

JOSEPH H. BOARDMAN
COMMISSIONER

June 15, 2001

Mr. Can Tekben
Director of Engineering
Dutchess County Department of
Public Works
POB 3207
Poughkeepsie, NY 12603-0207

RE: PIN 8755.41; NOXON RD: RT 55-TITUSVILLE RD
INITIAL PROJECT PROPOSAL (IPP) APPROVAL
MASTER PROJECT AGREEMENT
TOWN OF LAGRANGE, DUTCHESS COUNTY

Dear Mr. Tekben:

The Department has finalized the Initial Project Proposal (IPP) for the above-referenced project. Attached is a copy of the IPP for your review and approval. Please attach a location map, obtain the required original local official signatures, and return the signed original to this office to my attention. A fully-signed, approved copy will be returned for your records.

If the IPP does not meet your approval or there is something you wish to change, please make the changes to the IPP and return the marked-up copy, or contact me by phone or e-mail (dholsoption@gw.dot.state.ny.us). Your comments will be resolved and the revised IPP will be returned to the County for approval.

Also enclosed are ten (10) Master Federal Aid and Marchiselli Aid Project Agreements. Eight (8) executed copies of the Agreement, EACH with original signatures, notarizations and certified, seal-stamped resolutions, should be returned to this office as soon as possible. If for some reason there is a change in the IPP, the Schedule A and Resolution will need to be revised. A sample resolution is attached.

Previous NYS Department of Transportation procedures requested a deposit for the non-federal portion of DOT oversight cost at the initiation of a phase. Now, DOT oversight charges will accrue and may appear among the project closeout adjustments. At that time, the County could receive a bill requesting payment of the non-federal portion of DOT oversight. As project review by the Department is minimal, this oversight amount should also be minimal.

June 15, 2001

Mr. Can Tekben

-2-

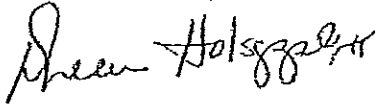
Expenses incurred by the County prior to receipt of written authorization to proceed from this office will be ineligible for reimbursement.

Your assistance in having the IPP approved and signed, the agreement approved by the Dutchess County Legislature, and signed by the County Executive and County Attorney is appreciated. If you have any questions regarding the agreement, please call Doreen Holsopple at (845) 431-5977.

Very truly yours,

DOUGLAS D. COTTON, P.E.
Local Projects Unit

By:



Doreen Holsopple
Local Projects Unit

DDC:DH:dh
Attachments
Enclosures

cc: Paul Cassillo, Dutchess County Commissioner of Public Works, w/o enclosures

Roll call vote on the foregoing Resolution No. 202053 resulted as follows:

AYES: 34 NAYS: 0 ABSENT: 1 – Klose.

Resolution adopted.

Budget, Finance, and Personnel

RESOLUTION NO. 206149

RE: AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFOR (PIN 8755.41)

Legislators SEARS and HUTCHINGS offer the following and move its adoption:

WHEREAS, a Project for Noxon Road (CR 21) from Route 55 to Titusville Road (CR 49) in the Town of LaGrange, Dutchess County, identified as PIN 8755.41 (the "Project") is eligible for funding under Title 23, U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds, and

WHEREAS, Resolution No. 202053 adopted on March 11, 2002 by the Dutchess County Legislature approved of and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and right-of-way incident costs, and

WHEREAS, it was subsequently found necessary to undertake additional preliminary engineering and right-of-way incidental work not contemplated in the original agreement authorized by the previous resolution, and

WHEREAS, it has been found necessary to increase the federal and non-federal share of costs for the additional preliminary engineering and right-of-way incidental work for the Project, now, therefore, be it

RESOLVED, that the Dutchess County Legislature hereby approves the above-subject project, and it is further

RESOLVED, that the Dutchess County Legislature hereby authorizes the County of Dutchess to pay in the first instance 100% of the federal and non-federal share of the cost of additional preliminary engineering and right-of-way incidental work for the Project or portions thereof, and it is further

RESOLVED, that the sum of \$53,000 (\$272,000 minus previously authorized amount of \$220,000) is hereby appropriated and made available from Bond H 0290 - 2000 Roads (ISTEA-TEA21) and made available to cover the cost of participation in the above phases of the Project, and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Dutchess County Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the County Executive thereof, and it is further

RESOLVED, that the County Executive be and he hereby is authorized to execute all necessary agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid with the New York State Department of Transportation on behalf of the County of Dutchess in connection with the advancement or approval of the above referenced project and providing for the administration of the Project and the municipality's first instance funding of

project costs and permanent funding of the local share of federal-aid and state-aid eligible project costs and all project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary agreement in connection with the project, and it is further

RESOLVED, that this resolution shall take effect immediately.

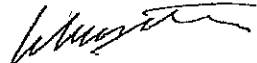
CA-66-06

ca/C-6170

5/9/06

Fiscal Impact: See attached statement

APPROVED


WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date June 22, 2006

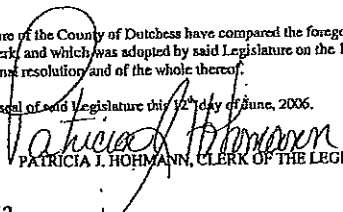
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of June, 2006, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of June, 2006.


PATRICIA I. HOHMANN, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS (To be completed by requesting department)

Total Current Year Cost \$ 53,000

Total Current Year Revenue \$ 50,350
and Source

Source of County Funds (check one): ☒ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):
H0290.5110.3250.213

Related Expenses: Amount \$ _____
Nature/Reason:

Anticipated Savings to County: \$50,350

Net County Cost (this year): \$2,650
Over Five Years: _____

Additional Comments/Explanation:

This F.I.S. is related to the Resolution request for Executing Supplemental Agreement # 2 from NYSDOT for Preliminary Engineering phase and ROW Incidentals for PIN 8755.41 Noxon Rd. (CR 21) from Route 55 to Titusville Rd. (CR 49).

Prepared by: Rosanne M. Pinto, Contract Specialist

626 Dutchess Turnpike
Poughkeepsie, NY 12603
Phone: (845) 486-2925
Fax: (845) 486-2940

Dutchess County DPW ENGINEERING

Memo

To: Michael Murphy, Commissioner
From: Gregory V. Bentley, PE, Director *GB*
Date: April 19, 2006
Re: PIN 8755.41 Noxon Rd. (CR 21) from Route 55 to Titusville Rd.
(CR 49)

The attached Resolution Request and Fiscal Impact Statement are submitted for the referenced project. The purpose of this resolution is to have the Dutchess County Executive execute the attached project Supplemental Agreement # 2 which will authorize Dutchess County to increase funding of preliminary engineering and right-of-way incidental work. Funding for this project will come from previously allocated funding under Bond H 0290 - 2000 Roads (ISTEA/TEA21). The total cost of the Supplemental Agreement is \$53,000.00. The total amount of the project is \$273,000.00. All funds expended under this Master Agreement will be eligible for 80% Federal reimbursement (Supplemental Agreement \$42,400.00; total project - \$218,400.00) and 15% Marchiselli-Match Funding (Supplemental Agreement \$7,950.00; total project - \$40,950.00). The remaining 5% will be paid by the County (Supplemental Agreement \$2,650.00; total project - \$13,650.00).

This project will rehabilitate the pavement and widen the shoulders along with horizontal and vertical realignments where warranted to improve the geometry and resulting sight distance. Identified areas include the horizontal curve near Meier Road and the approach to the Titusville intersection. Curbing and channelization will be considered in the areas that have a high density of residential driveways and at commercial developments. Roadside drainage will be upgraded, including new closed drainage and cross-culverts, gutters, ditch cleaning and outlet improvements. Guide railing, pavement striping and signing will be upgraded to meet current guidelines.

RESOLUTION NO. 2011271

RE: AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELL" PROGRAM-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFOR (PIN 8755.41) NOXON ROAD (CR 21)

Legislators COOPER, BORCHERT, HUTCHINGS offer the following and move its adoption:

WHEREAS, a Project for Noxon Road (CR 21) from Route 55 to Titusville Road (CR 49) in the Town of LaGrange, Dutchess County, identified as PIN 8755.41 (the "Project") is eligible for funding under Title 23, U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds, and

WHEREAS, Resolution No. 202053 adopted on March 11, 2002 by the Dutchess County Legislature and Resolution No. 206149 adopted on June 12, 2006 by the Dutchess County Legislature approved of and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and right-of-way incidental costs, and

WHEREAS, Dutchess County desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of right-of-way acquisition work for the Project or portions thereof, now, therefore, be it

RESOLVED, that the Dutchess County Legislature hereby approves the above-subject project, and it is further

RESOLVED, that the Dutchess County Legislature hereby authorizes the County of Dutchess to pay in the first instance 100% of the federal and non-federal share of the cost of right-of-way acquisition work for the Project or portions thereof, and it is further

RESOLVED, that the sum of \$620,700 (\$893,700 minus previously authorized amount of \$273,000) is hereby appropriated and made available to cover the cost of participation in the above phase of the Project, and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Dutchess County Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the County Executive thereof, and it is further

RESOLVED, that the County Executive be and he hereby is authorized to execute all necessary agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid with the New York State Department of Transportation on behalf of the County of Dutchess in connection with the advancement or approval of the above referenced project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible project costs and all project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary agreement in connection with the project, and it is further

RESOLVED, that this resolution shall take effect immediately.

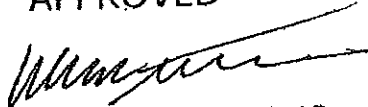
CA-178-11

ca/C-6170

10/19/11

Fiscal Impact: See attached statement

APPROVED


WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date November 22, 2011

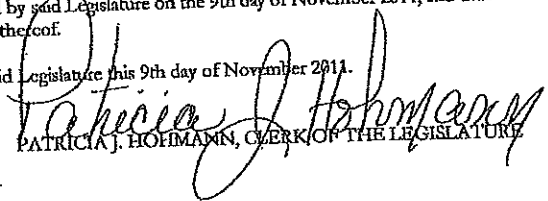
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 9th day of November 2011, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of November 2011.


PATRICIA J. HOFMANN, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 620,700

Total Current Year Revenue \$ 589,665
and Source

Source of County Funds (check one): ☒ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):
H0290.5110.3250.213

Related Expenses: Amount \$ _____
Nature/Reason:

Anticipated Savings to County: \$589,665

Net County Cost (this year): \$31,035
Over Five Years: _____

Additional Comments/Explanation:

This F.I.S. is related to the Resolution to authorized the County Executive to sign Supplemental Agreement # 2 for PIN 8755.41 Noxon Rd. (CR 21): from Route 55 to Titusville Rd. (CR 49).

Prepared by: Rosanne M. Hall, Contract Specialist

RESOLUTION NO. 2013227

RE: AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFOR (PIN 8755.41) NOXON ROAD (CR 21)

Legislators HUTCHINGS, FLESLAND and BORCHERT offer the following and move its adoption:

WHEREAS, a Project for Noxon Road (CR 21) from Route 55 to Titusville Road (CR 49) in the Town of LaGrange, Dutchess County, identified as PIN 8755.41 (the "Project") is eligible for funding under Title 23, U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds, and

WHEREAS, Resolution No. 202053 adopted on March 11, 2002, Resolution No. 206149 adopted on June 12, 2006, and Resolution No. 2011271 adopted on November 9, 2011 by the Dutchess County Legislature approved of and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering, right-of-way incidental and right-of-way acquisition costs, and

WHEREAS, it was subsequently found necessary to undertake additional preliminary engineering work not contemplated in the original agreement authorized by the previous Resolution, and

WHEREAS, Dutchess County desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of the additional preliminary engineering work for the Project or portions thereof, now, therefore, be it

RESOLVED, that the Dutchess County Legislature hereby approves the above-subject project, and it is further

RESOLVED, that the sum of \$78,000 (\$971,700 minus previously authorized amount of \$893,700) is hereby appropriated and made available to cover the cost of participation in the above phase of the Project, and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Dutchess County Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the County Executive thereof, and it is further

RESOLVED, that the County Executive or his designee be and he hereby is authorized to execute all necessary agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid with the New York State Department of Transportation on behalf of the County of Dutchess in connection with the advancement or approval of the above referenced project and providing for the administration of the Project and

the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible project costs and all project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary agreement in connection with the project, and it is further

RESOLVED, that this resolution shall take effect immediately.

CA-141-13

ca/C-6170

7/12/13

Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date

8/10/2013

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of August 2013, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of August 2013.

Carolyn Morris
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS (To be completed by requesting department)

Total Current Year Cost \$ 78,000

Total Current Year Revenue \$ 74,100
and Source

Source of County Funds (check one): ☒ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):
H0290.5110.3250

Related Expenses: Amount \$ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$3,900
Over Five Years: _____

Additional Comments/Explanation:

This F.I.S. is related to the Resolution Request to accept the Supplemental Agreement # 3 for Preliminary Engineering/Final Design funds from NYSDOT for PIN 8755.41 Noxon Rd. (CR 21): RT 55 to Titusville Rd. (CR 49)

Prepared by: Rosanne M. Hall, Contract Specialist

RESOLUTION NO. 2014183

RE: AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFOR (PIN 8755.41) NOXON ROAD (CR 21)

Legislators HUTCHINGS, BOLNER, MICCIO, FARLEY, PERKINS, and SAGLIANO offer the following and move its adoption:

WHEREAS, a Project for Noxon Road (CR 21) from Route 55 to Titusville Road (CR 49) in the Town of LaGrange, Dutchess County, identified as PIN 8755.41 (the "Project") is eligible for funding under Title 23, U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds, and

WHEREAS, Resolution No. 202053 adopted on March 11, 2002, Resolution No. 206149 adopted on June 12, 2006, Resolution No. 2011271 adopted on November 9, 2011 and Resolution No. 2013227 adopted on August 12, 2013 by the Dutchess County Legislature approved of and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering, right-of-way incidental and right-of-way acquisition costs, and

WHEREAS, Dutchess County desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of construction, construction inspection and construction supervision, now, therefore, be it

RESOLVED, that the Dutchess County Legislature hereby authorizes Dutchess County to pay in the first instance 100% of the federal and non-federal share of the cost of construction, construction inspection, and construction supervision work for the project or portions thereof, and it is further

RESOLVED, that the sum of \$5,724,000 is hereby appropriated from Capital Project H0290.5110.3250.213 - 2000 Roads (ISTEA/TEA21) and made available to cover the cost of participation in the above phase of the Project, and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Dutchess County Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the County Executive thereof, and it is further

RESOLVED, that the County Executive or his designee be and he hereby is authorized to execute all necessary agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid with the New York State Department of Transportation on behalf of the County of Dutchess in connection with the advancement or

approval of the above referenced project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible project costs and all project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary agreement in connection with the project, and it is further

RESOLVED, that this resolution shall take effect immediately.

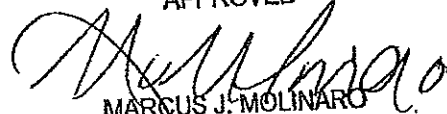
CA-107-14

CAB/ca/C-6170

6/6/14

Fiscal Impact: See attached statement

APPROVED


MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 7/14/2014

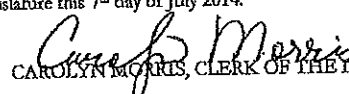
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 7th day of July 2014, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 7th day of July 2014.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS (To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ 5,390,300

and Source
Federal and Marchiselli (State) Aid Reimbursement

Source of County Funds (check one): ☒ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: \$5,390,300

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

The resolution to accept Supplemental Agreement # 4 for Contruction & Construction Inspection allows the county to recieve \$5.4M in Federal and State reimbursement for PIN 8755.41 Noxon Rd. (CR 21).

Prepared by: Rachel Armstrong, Budget Office

626 Dutchess Turnpike
Poughkeepsie, NY 12603
Phone: (845) 486-2925
Fax: (845) 486-2940


**Dutchess County
DPW ENGINEERING**

MAY 29 PM 4:06

DUTCHESS COUNTY
EXECUTIVE
RESERVE

Memo

To: Noel Knille, AIA, ASLA, Commissioner of Public Works

From: Robert H. Balkind, P.E., Deputy Commissioner 

Date: May 22, 2014

RE: PIN 8755.41 NOXON RD. (CR 21); RT 55 TO TITUSVILLE RD. (CR 49)

The attached Resolution Request and Fiscal Impact Statement are submitted for the referenced project. The purpose of this resolution is to have the Dutchess County Executive sign the attached project Supplemental Agreement # 4 which will allow Dutchess County to receive reimbursement from the Federal Government and the State of New York for the Construction & Construction Inspection Phase and increase the funds for the Preliminary Engineering/Final Design Phase. Funding for this project will come from previously allocated and expensed funding under Capital Project H0290.5110.3250.213 - 2000 Roads (ISTEA/TEA21). All funds expended under this Supplemental Agreement will be eligible for 80% Federal reimbursement and Preliminary Engineering & Final Design 15% Marchiselli-Match Funding, the Construction & Construction Inspection Marchiselli funding is capped. The remaining will be paid by the County.

This project will rehabilitate the pavement and widen the shoulders along with horizontal and vertical realignments where warranted to improve the geometry and resulting sight distance. Roadside drainage will be upgraded, including new closed drainage and cross-culverts, gutters, ditch cleaning and outlet improvements. Guide railing, pavement striping and signing will be upgraded to meet current guidelines.

Supplemental Agreement Cover for Local Agreements (11/12)

MUNICIPALITY/SPONSOR: Dutchess County

PIN: 8755.41

BIN: N/A

Comptroller's Contract No: D017604

Supplemental Agreement No. 4

Date Prepared & By: 05/12/2014dh

SUPPLEMENTAL AGREEMENT NO 4 to D017604

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at
50 Wolf Road, Albany, New York, 12232, on behalf of New York State ("State");

And

Dutchess County (the Municipality/Sponsor)

Acting by and through the County Executive

With its office at County Office Building, 22 Market Street, Poughkeepsie, New York

This amends the existing Agreement between the parties in the following respects only:

X Amends a previously adopted Schedule A by:

☐ amending a project description

☐ amending the contract end date

X amending the scheduled funding by:

X adding additional funding:

X adding Construction phase which covers eligible costs incurred on/after

☐ adding 1,2,3 phase which covers eligible costs incurred on/after xxxxxx

☐ increasing funding for a project phases(s)

☐ adding a pin extension

☐ change from Non-Marchiselli to Marchiselli

☐ deleting/reducing a project phase(s)

☐ other (xxxxx)

☐ Amends a previously adopted Schedule "B"

X Amends a previously adopted agreement by adding Appendix 2-S – Iran Divestment Act

☐ Amends the Text of the Agreement as follows:

Supplemental Agreement Cover for Local Agreements (11/12)

MUNICIPALITY/SPONSOR: Dutchess County

PIN: 8755.41

BIN: N/A

Comptroller's Contract No: D017604

Supplemental Agreement No. 4

Date Prepared & By: 05/12/2014dh

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its duly authorized officials as of the date first above written.

Approved for the Municipality/Sponsor

By: _____

Print Name: _____

Title: _____

Date: ____/____/____

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.:

Municipality/Sponsor Attorney:

By: _____

Print Name: _____

Approved as to Content:

By: *Neil Knille*

Neil Knille, ATA, ASLA

Commissioner of Public Works



On this _____ day of _____, 2013, before me personally came

_____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution or other authorization which was duly adopted on _____ and which a certified copy is attached and made a part hereof, and that he/she signed his/her name thereto by like order.

Notary Public

By: _____
For Commissioner of Transportation

Agency Certification: In addition to the Acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract.

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law § 112

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 8755.41

C Municipal Contract #: 17604	Contract Start Date: 6/13/2001 (mm/dd/yyyy)	Contract End Date: 9/30/2017 (mm/dd/yyyy) <input checked="" type="checkbox"/> Check, if date changed from the last Schedule A
Purpose: <input type="checkbox"/> Original Standard Agreement <input checked="" type="checkbox"/> Supplemental Schedule A No. 4		
Agreement Type: <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): Dutchess County <input type="checkbox"/> State Administered Other Municipality/Sponsor (if applicable): <div style="margin-left: 40px;"> <input type="checkbox"/> Municipality: _____ % of Cost share <input type="checkbox"/> Municipality: _____ % of Cost share <input type="checkbox"/> Municipality: _____ % of Cost share </div>		
Authorized Project Phase(s) to which this Schedule applies: <input checked="" type="checkbox"/> PE/Design <input checked="" type="checkbox"/> ROW Incidentals <input checked="" type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS		
Work Type: HWY RECONST	County (if different from Municipality): Dutchess County	
Marchiselli Eligible: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check, if changed from last Schedule A): <input type="checkbox"/>		
Project Description: Noxon Road: Route 55- Titusville Road (see footnote for additional description)		
Marchiselli Allocations Approved FOR ALL PHASES: (to compute total costs in the last row and column, first click in each field and select "Update" field)		
Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase
		PE/Design ROW (R' & RA) Construction/CI/CS
<input checked="" type="checkbox"/>	Cumulative total for all prior SFYs	\$47,550.00 \$98,205.00 \$737,000.00
<input type="checkbox"/>	Current SFY	\$ \$ \$
Authorized Allocations to Date		\$47,550.00 \$98,205.00 \$737,000.00 \$882,755.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES (for each PIN/Fiscal Share below, show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old". To compute Total Current Costs in the last row, first click in each field and select "Update" field)							
PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding Program	Total Costs	FEDERAL Participating Share and Percentage	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
8755.41.121 122	Current	STP (80%)	\$317,000.00	\$253,600.00	\$47,550.00	\$15,860.00	\$
	Old		\$239,000.00	\$191,200.00	\$35,350.00	\$11,950.00	\$0.00
8755.41.221	Current	STP (80%)	\$654,700.00	\$523,760.00	\$98,205.00	\$32,735.00	\$0.00
	Old		\$654,700.00	\$523,760.00	\$98,205.00	\$32,735.00	\$0.00
8755.41.321	Current	STP (80%)	\$5,724,000.00	\$4,579,200.00	\$737,000.00 *	\$407,800.00	\$0.00
	Old		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
TOTAL CURRENT COSTS			\$6,695,700.00	\$5,358,560.00	\$882,755.00	\$456,385.00	\$ 0.00

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
TOTAL CURRENT COSTS			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total Other STATE Cost	Total LOCAL Cost	Total Costs (all sources)
\$5,356,560.00	\$882,755.00	\$0.00	\$456,385.00	\$6,695,700.00

Agreement (or Supplemental Agreement Cover) for required contract signatures.

NYS DOT/State-Local Agreement - Schedule A

Footnotes: (See LPB's website for link to sample footnotes)

- Continuation of Description: The project will rehabilitate the pavement and widen the shoulders along with horizontal and vertical realignments where warranted to improve the geometry and resulting sight distance. curbing and channelization will be considered in the areas that have a high density of residential driveways and at commercial developments. Roadside drainage will be upgraded, including new closed drainage and cross-culverts, gutters, ditch cleaning and outlet improvements. Guide railing, pavement striping and signing will be upgraded to meet current guidelines. Town of LaGrange, Dutchess County.
- This Schedule A is to include the construction, construction inspection and construction supervision phase.
- This project was approved for Beyond Preservation as of March 25, 2013.
- * Marchiselli funding hereunder is limited by the amount authorized on the Comprehensive List for the construction phase. Additional Marchiselli funding is contingent on appropriate increase(s) to the Comprehensive List and the execution of a Supplemental Schedule A providing such additional funds.

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- PIN 8765.41; 05/12/2014dh2

APPENDIX 2-S IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

RESOLUTION NO. 208403

RE: ENVIRONMENTAL FINDINGS FOR THE RESURFACING, RESTORATION AND REHABILITATION OF APPROXIMATELY 2.91 KILOMETERS (1.8 miles \pm) OF NOXON ROAD (CR 21) BETWEEN NYS ROUTE 55 AND TITUSVILLE ROAD (CR 49) (PIN 8755.41) AND THE REHABILITATION OF THE NOXON ROAD/TITUSVILLE RD. INTERSECTION (PIN 8758.69) WITHIN THE TOWN OF LAGRANGE, DUTCHESS COUNTY NEW YORK

Legislators KELLER-COFFEY, MANSFIELD, McCABE, and SEARS offer the following and move its adoption:

WHEREAS, Dutchess County has established itself as Lead Agency in a companion resolution in accordance with 6 NYCRR 617.6, and

WHEREAS, the Department of Public Works as has prepared a Full Environmental Assessment Form (EAF) in connection the resurfacing, restoration and rehabilitation of approximately 2.91 kilometers (1.8 miles \pm) of Noxon Rd. (CR 21) between NYS Route 55 and Titusville Rd. (CR 49) and as a result has found no significant impacts on the environment would potentially occur as a result of this project, and

WHEREAS, a true copy of the EAF and Negative Declaration are annexed hereto, and

WHEREAS, the Department of Public Works has determined that the rehabilitation of the Noxon Rd./Titusville Rd. intersection is a Type II action under the State Environmental Quality Review Act (SEQRA) and that no further action is required, and

WHEREAS, it is the purpose of this Legislature in adopting this resolution, to adopt and confirm the findings of the Department of Public Works, now therefore, be it

RESOLVED, that the Legislature approves and adopts the attached Negative Declaration for the resurfacing, restoration and rehabilitation of approximately 2.91 kilometers (1.8 miles \pm) of Noxon Rd. (CR 21) between NYS Route 55 and Titusville Rd. (CR 49) in accordance with 6 NYCRR 617.6, including the acquisition of portions of certain properties in the Town of LaGrange, and be it further

RESOLVED, the attached Negative Declaration is to be filed and published in accordance with 6 NYCRR 617.12.

CA-231-08 CAB/ca/G-1461 11/14/08 Fiscal Impact: See attached statement

APPROVED

WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December, 2008, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December, 2008.

BARBARA HUGO, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☒ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

Source of County Funds (check one): ☐ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

This F.I.S. is related to the resolution request for the County Executive to issue a Negative Declaration for the Federally Funded projects PIN 8755.41 Noxon Rd. (CR 21): RT 55 to Titusville Rd. (CR 49), in the Town of LaGrange.

Prepared by: Rosanne M. Hall, Contract Specialist

State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Project Number 8755.41, 8758.69

Date: 11/28/08

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The County of Dutchess as lead agency, has determined that the proposed action described below will not have a significant environmental impact and a Draft Impact Statement will not be prepared.

Name of Action:

Resurfacing, Restoration and Rehabilitation of Noxon Road

SEQR Status: Type 1 ☐
Unlisted ☒

Conditioned Negative Declaration: ☐ Yes
☒ No

Description of Action:

Roadway resurfacing, restoration and rehabilitation. Installation of 2 foot full depth asphalt shoulders, regrading of slopes, replacement and enhancement of existing drainage system, installation of drainage swales, new catch basins and pipe, replacement of guide rail, replacement of signage, milling and resurfacing of 2 course asphalt overlay, installation of new striping, minor horizontal and vertical realignment.

Location: (Include street address and the name of the municipality/county. A location map of appropriate scale is also recommended.)

CR 21, NY 55 to CR 49 (Titusville Rd) & CR 21/CR49 Intersection, t/LaGrange, Dutchess Cty.

Reasons Supporting This Determination:

(See 617.7(a)-(c) for requirements of this determination ; see 617.7(d) for Conditioned Negative Declaration)

1. The project site will experience a physical change of small to moderate impact including: milling & repaving of two course asphalt overlay, two foot full depth asphalt shoulders, replacement/enhancement of drainage, regrading of steep slopes, and minor horizontal/vertical realignment.
2. There will be no effect on unique or unusual land forms.
3. There will be a small to moderate impact on a protected waterway. The concrete culvert at Firemen's Way will be extended on either side. Coverage is anticipated under a Nationwide Permit.
4. There will be no impact to non-protected existing or new bodies of water.
5. The project will have a small to moderate impact on surface or groundwater quality and will require a discharge permit (SPDES).
6. The project will have a small to moderate impact on drainage flow, patterns and surface runoff with the installation of a new drainage system including new catch basins, pipe and swales.
7. The project will not affect air quality.
8. The project will not affect endangered or threatened species. (see attachment for continuation)

If Conditioned Negative Declaration, provide on attachment the specific mitigation measures imposed, and identify comment period (not less than 30 days from date of publication in the ENB)

For Further Information:

Contact Person: Gregory V. Bentley, Director of Engineering, Dutchess County D.P.W.

Address: 626 Dutchess Turnpike, Poughkeepsie, NY 12603

Telephone Number: 845-486-2925

For Type 1 Actions and Conditioned Negative Declarations, a Copy of this Notice is sent to:

Chief Executive Officer, Town / City / Village of n/a

Other involved agencies (If any)

Applicant (If any)

Environmental Notice Bulletin, Room 538, 50 Wolf Road, Albany NY, 12233-1750 (Type One Actions only)

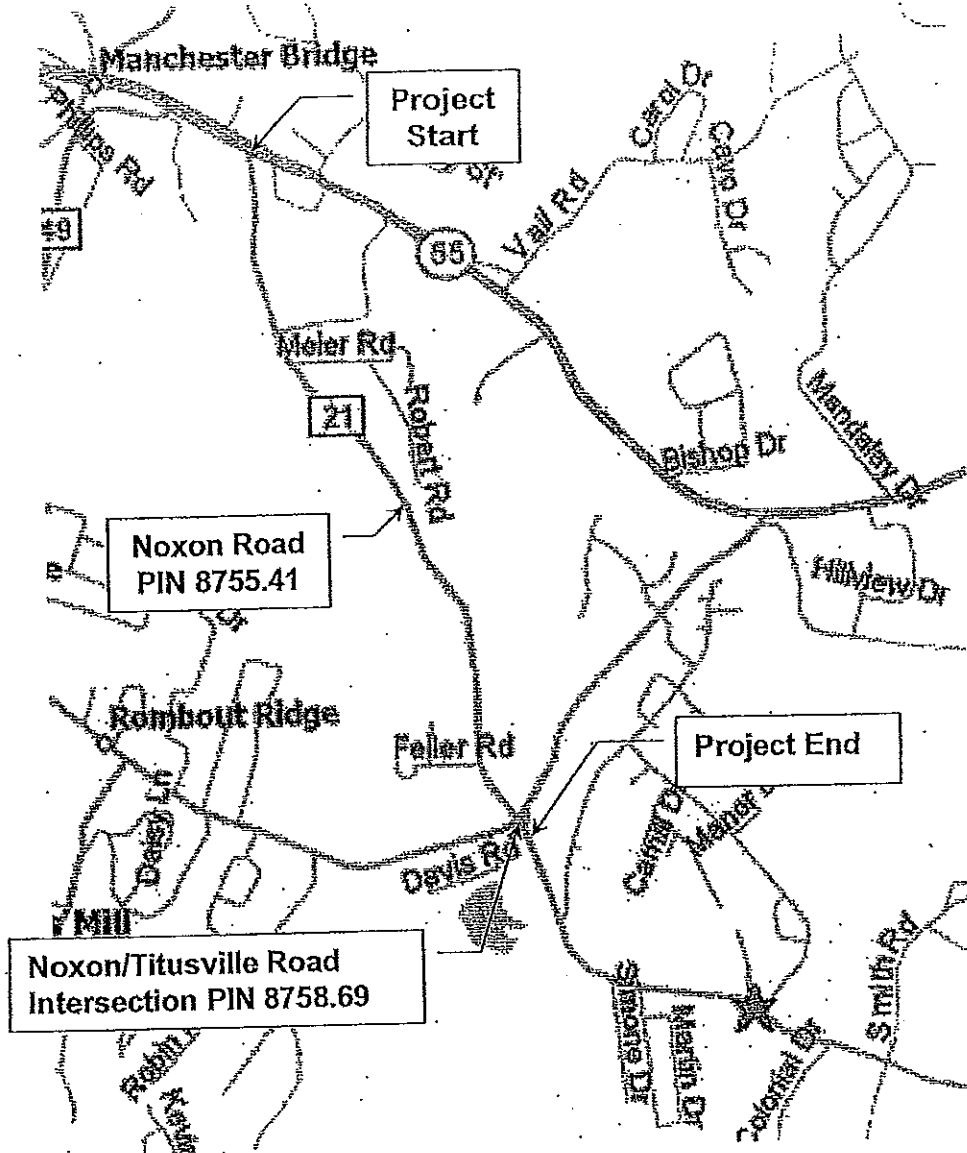
SEQR Negative Declaration

Reasons Supporting This Determination (continued):

9. The project will not affect non-endangered or non-threatened species.
10. The project will not affect agricultural land resources.
11. The project will not affect aesthetic resources.
12. The project will not impact any site or structure of historic, prehistoric or paleontological importance.
13. The project will not affect the quantity or quality of existing or future open spaces or recreational opportunities.
14. The project will not impact the exceptional or unique characteristics of a critical environmental area (CEA).
15. The project will have a small to moderate impact to the existing transportation in the form of minor delays during construction due to off-peak daytime one way alternating traffic with flagmen.
16. The project will not impact the community's sources of fuel or energy supply.
17. The project will not result in objectionable odors, noise or vibrations.
18. The project will not affect public health or safety.
19. The project will not affect the character of the existing community.
20. The project will not cause public controversy due to potential adverse environmental impacts.

SEQR Negative Declaration

Project Location Map



FISCAL IMPACT STATEMENT

☒ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS (To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

Source of County Funds (check one): ☐ Existing Appropriations, ☐ Contingency,
☐ Transfer of Existing Appropriations, ☐ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

This F.I.S. is related to the resolution request for the County Executive to issue a Negative Declaration for the Federally Funded projects PIN 8755.41 Noxon Rd. (CR 21); RT 55 to Titusville Rd. (CR 49), in the Town of LaGrange.

Prepared by: Rosanne M. Hall, Contract Specialist

State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Project Number 8755.41, 8758.69

Date: 11/28/08

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The County of Dutchess as lead agency, has determined that the proposed action described below will not have a significant environmental impact and a Draft Impact Statement will not be prepared.

Name of Action:

Resurfacing, Restoration and Rehabilitation of Noxon Road

SEQR Status:

Type 1

☐

Unlisted

☒

Conditioned Negative Declaration:

☐ Yes

☒ No

Description of Action:

Roadway resurfacing, restoration and rehabilitation. Installation of 2 foot full depth asphalt shoulders, regrading of slopes, replacement and enhancement of existing drainage system, installation of drainage swales, new catch basins and pipe, replacement of guide rail, replacement of signage, milling and resurfacing of 2 course asphalt overlay, installation of new striping, minor horizontal and vertical realignment.

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Reasons Supporting This Determination:

(See 617.7(a)-(c) for requirements of this determination ; see 617.7(d) for Conditioned Negative Declaration)

1. The project site will experience a physical change of small to moderate impact including: milling & repaving of two course asphalt overlay, two foot full depth asphalt shoulders, replacement/enhancement of drainage, regrading of steep slopes, and minor horizontal/vertical realignment.
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 4. There will be no impact to non-protected existing or new bodies of water:
 5. The project will have a small to moderate impact on surface or groundwater quality and will require a discharge permit (SPDES).
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Other involved agencies (If any)

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Environmental Notice Bulletin, Room 538, 50 Wolf Road, Albany NY, 12233-1750 (Type One Actions only)

SEQR Negative Declaration

Reasons Supporting This Determination (continued):

9. The project will not affect non-endangered or non-threatened species.
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SEQR Negative Declaration

Project Location Map

